

## **AGENDA**

### ***Commuter Rail and Transit Committee Meeting***

**July 22, 2010**

**12:00 p.m.**

#### **Location**

SANBAG Office  
Super Chief Conference Room  
1170 West 3<sup>rd</sup> St., 2<sup>nd</sup> Fl.  
San Bernardino, CA

### ***Commuter Rail and Transit Committee Membership***

#### **Chair**

Mayor Patricia Gilbreath  
*City of Redlands*

Mayor Pro Tem Bill Jahn  
*City of Big Bear Lake*

#### **Vice Chair**

Mayor Patrick Morris  
*City of San Bernardino*

Council Member Bea Cortes  
*City of Grand Terrace*

Mayor Kelly Chastain  
*City of Colton*

Council Member Mike Leonard  
*City of Hesperia*

Mayor Paul Eaton  
*City of Montclair*

Council Member Larry McCallon  
*City of Highland*

Mayor John Pomierski  
*City of Upland*

Council Member Diane Williams  
*City of Rancho Cucamonga*

Supervisor Neil Derry  
*County of San Bernardino*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

***The San Bernardino County Transportation Commission**, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

***The San Bernardino County Transportation Authority**, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

***The Service Authority for Freeway Emergencies**, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

***The Congestion Management Agency**, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a **Subregional Planning Agency**, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

**San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency**

***Commuter Rail and Transit Committee Meeting***

**July 22, 2010**

**12:00 p.m.**

**Location: SANBAG Office, 1170 West 3<sup>rd</sup> St., 2<sup>nd</sup> Fl., San Bernardino**

**R.S.V.P. by Monday, July 19<sup>th</sup> to Daylene at (909) 884-8276**

**CALL TO ORDER**

(Meeting Chaired by Mayor Patricia Gilbreath)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications - Daylene Burris

**1. Possible Conflict of Interest Issues for the Commuter Rail and Transit Committee Meeting of July 22, 2010 Pg. 7**

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Committee Member abstentions shall be stated under this item for recordation on the appropriate item.

**Consent Calendar**

**2. Commuter Rail and Transit Committee Attendance Roster Pg. 8**

A quorum shall consist of a majority of the membership of each Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

**Notes/Actions**

## Discussion Items

### 3. Election of Committee Chair and Vice Chair

Pg. 10

Conduct elections for members to serve as Chair and Vice Chair of the SANBAG Commuter Rail and Transit Committee for terms to end June 30, 2011. **Mitch Alderman**

### 4. Fiscal Year 2020/2011 Transportation Development Act (TDA) Unmet Transit Needs Public Hearings

Pg. 14

1. Adopt Definitions of “Unmet Transit Needs” and “Reasonable to Meet” as identified in Attachment A.

2. Set Times, and Locations for TDA Unmet Transit Needs Public Hearings.

### 5. Etiwanda Pacific Electric Train Depot

Pg. 18

1. Find that SANBAG-owned property (APN #0227-121-18), located at 7089 Etiwanda Avenue in the City of Rancho Cucamonga (“Property”) is not required for SANBAG use in accordance with Section 25365 of the Government Code.

2. Approve the Purchase and Sale Agreement with the City of Rancho Cucamonga, for the sale of property to the City of Rancho Cucamonga in the amount of \$105,500.

3. Approve Amendment No. 1 to Lease Agreement No. 04-048 with the City of Rancho Cucamonga, for land adjacent to property.

4. Direct the Clerk of the Board to post the Notice of Exemption. **Mitchell Alderman**

### 6. Presentation on Omnitrans Projected Revenue

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Receive presentation and discussion on Omnitrans projected sources of revenue and local funding for fiscal years 2011-2016 as required by the Federal Transit Administration for the approval of the sbX Bus Rapid Transit (BRT) Project Construction Grant Agreement. **Mitch Alderman**

**Discussion Items (Continued)... .**

7. **Formation of a Consolidated Transportation Services Agency (CTSA) for the Valley portion of San Bernardino as identified in the reauthorization of Measure I** Pg.38

Approve the identified recommendation and next steps in creating a new non-profit entity to serve as the Consolidated Transportation Services Agency for the Valley portion of San Bernardino County. **Mitch Alderman**

**Public Comments**

8. **Additional Items from Committee Members**
9. **Brief Comments by the General Public**

**Additional Information**

**Acronym List**

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**ADJOURNMENT**

Complete packages of the SANBAG agenda are available for public review at the SANBAG offices and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov). Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

## Meeting Procedures and Rules of Conduct

### **Meeting Procedures**

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### **Accessibility**

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

**SANBAG General Practices for Conducting Meetings  
of  
Board of Directors and Policy Committees**

**Basic Agenda Item Discussion.**

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on “Request to Speak” forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

**The Vote as specified in the SANBAG Bylaws.**

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

**Amendment or Substitute Motion.**

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

**Call for the Question.**

- At times, a member of the Board/Committee may “Call for the Question.”
- Upon a “Call for the Question,” the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair’s discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

**The Chair.**

- At all times, meetings are conducted in accordance with the Chair’s direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

**Courtesy and Decorum.**

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

*Adopted By SANBAG Board of Directors January 2008*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 1

**Date:** July 22, 2010

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
N/A	N/A	N/A	N/A

**Financial Impact:** This item has no direct impact on the budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

	<p style="text-align: center;"><i>Approved</i>          Commuter Rail and Transit Committee</p> <p>Date: _____</p> <p>Moved: _____ Second: _____</p> <p>In Favor: _____ Opposed: _____ Abstained: _____</p> <p>Witnessed: _____</p>
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# COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2010

Commuter Rail and Transit Policy Committee Meetings are held on odd months

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Patricia Gilbreath</b> City of Redlands			X		X							
<b>Bea Cortes</b> City of Grand Terrace (Appointed May 2007)	X		X		X							
<b>Kelly Chastain</b> City of Colton (Appointed February 2007)	X		X									
<b>Paul Eaton</b> City of Montclair	X				X							
<b>Neil Derry</b> County of San Bernardino (Appointed March 2009)	X		X		X							
<b>Bill Jahn</b> Mayor Pro Tem (Appointed October 2009)					X							
<b>Mike Leonard</b> Council Member (Appointed October 2009)			X									
<b>Larry McCallon</b> City of Highland (Appointed June 2007)			X		X							
<b>Patrick Morris</b> City of San Bernardino (Appointed May 2006)	X				X							
<b>John Pomierski</b> City of Upland (Appointed March 2009)	X		X		X							
<b>Diane Williams</b> City of Rancho Cucamonga			X		X							

X = Member attended meeting.

\*Empty box = Member did not attend meeting.

Crossed out box = Not a member at the time.

# **COMMUTER RAIL AND TRANSIT POLICY COMMITTEE ATTENDANCE RECORD – 2009**

**Commuter Rail and Transit Policy Committee Meetings are held on odd months**

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Patricia Gilbreath</b> City of Redlands	X		X		X		X		X	X	X	
<b>Bea Cortes</b> City of Grand Terrace (Appointed May 2007)	X				X		X		X	X	X	
<b>Kelly Chastain</b> City of Colton (Appointed February 2007)	X		X		X		X		X	X	X	
<b>Paul Eaton</b> City of Montclair	X						X		X	X	X	
<b>Neil Derry</b> County of San Bernardino (Appointed March 2009)					X		X		X		X	
<b>Bill Jahn</b> Mayor Pro Tem (Appointed October 2009)												
<b>Mike Leonard</b> Council Member (Appointed October 2009)										X	X	
<b>Larry McCallon</b> City of Highland (Appointed June 2007)	X		X		X				X	X		
<b>Patrick Morris</b> City of San Bernardino (Appointed May 2006)	X		X		X		X		X	X	X	
<b>John Pomierski</b> City of Upland (Appointed March 2009)			X				X		X	X	X	
<b>Diane Williams</b> City of Rancho Cucamonga	X		X		X		X		X	X	X	

X = Member attended meeting. \*Empty box = Member did not attend meeting. Crossed out box = Not a member at the time.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## Minute Action

AGENDA ITEM: 3

**Date:** July 22, 2010

**Subject:** Election of Committee Chair and Vice Chair

**Recommendation:** Conduct elections for members to serve as Chair and Vice Chair of the SANBAG Commuter Rail and Transit Committee for terms to end June 30, 2011.

**Background:** Terms for the Chair and Vice Chair of each of the SANBAG policy committees expire on June 30, 2010. Election of Chair and Vice Chair for each of the policy committees is scheduled to immediately follow the annual election of SANBAG Officers, which occurred at the June Board of Directors meeting.

The duties of the Chair include serving as chair at monthly meetings, participation in legislative advocacy efforts; representing SANBAG at public events; and representing policy committee recommendations at SANBAG Board meetings.

This item provides for an election to be conducted, which will identify the Chair and Vice Chair of the Committee to serve until June 30, 2011. A complete listing of SANBAG policy committees, membership, and chairs is attached to this item for reference.

**Financial Impact:** Staff support for this activity is consistent with the adopted budget. There is no additional financial impact upon the SANBAG budget.

**Reviewed By:** This item is scheduled for action by the Commuter Rail and Transit Committee on July 22, 2010.

**Responsible Staff:** Mitch Alderman, Director of Transit and Rail Programs

*Approved*  
 Commuter Rail and Transit Committee

Date: \_\_\_\_\_

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: \_\_\_\_\_

x	COG	x	CTC	x	CTA	x	SAFE	x	CMA
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Check all that apply

CRTC1007a-maa

Attachment:

Policy Committee Membership

## Page 1 of 3

Page 1 of 3

## SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
<p><b>Audit Subcommittee of the Administrative Committee</b></p> <p>In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.</p>	<p>The responsibilities of the Audit Subcommittee shall be to:</p> <ul style="list-style-type: none"> <li>• Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit.</li> <li>• Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.</li> </ul>	<p>Audit Subcommittee (for FY 2009-2010 Audit)</p> <ul style="list-style-type: none"> <li>- SANBAG President – Brad Mitzelfelt, Supervisor</li> <li>- Vice President – Bea Cortes, Grand Terrace</li> <li>- Immediate Past President – Paul Eaton, Montclair</li> <li>- Presidential Appointment – Pat Gilbreath, Redlands</li> </ul>
<p><b>Ad Hoc Committee on Litigation with San Bernardino County Flood Control District</b></p> <p>In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development.</p> <p>In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.</p>	<p>Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.</p>	<p>Pat Morris, San Bernardino, Chair Mark Nuaimi, Fontana Pat Gilbreath, Redlands Richard Riddell, Yucaipa Larry McCallon, Highland</p>
<p><b>Ad Hoc Committee on Consolidated Transportation Services Agency</b></p> <p>This new Ad Hoc Steering Committee was approved by the Board of Directors on December 2, 2009. The SANBAG President has appointed seven members to the newly created committee.</p> <p>Terms end on or before 12/31/2010.</p>	<p>Makes recommendations to the Commuter Rail and Transit Committee and Board of Directors on designation of a Consolidated Transportation Services Agency for the San Bernardino Valley to coordinate the delivery of transportation services to seniors, disabled persons and persons of low income.</p>	<p>Paul Eaton, Montclair Gary Ovitt, Supervisor Josie Gonzales, Supervisor Pat Morris, San Bernardino Kelly Chastain, Colton Dennis Yates, Chino Richard Riddell, Yucaipa</p>

## SANBAG Policy Committee Membership

[illegible]

## Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday every other month following the SANBAG Board meeting (Odd Months), 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 4

**Date:** July 22, 2010

**Subject:** Fiscal Year 2010/2011 Transportation Development Act (TDA) Unmet Transit Needs Public Hearings

**Recommendation:\***

1. Adopt Definitions of "Unmet Transit Needs" and "Reasonable to Meet" as identified in Attachment A.
2. Set Times, Dates and Locations for TDA Unmet Transit Needs Public Hearings.

**Background:** Each year the San Bernardino County Transportation Commission is required by Public Utilities Code Sections 99238.5 and 99401.5 to hold public hearings for obtaining testimony regarding unmet transit needs that can be reasonably met and must adopt findings prior to making an allocation of Local Transportation Funds (LTF) for street purposes. Per the Board action of 1993, a public hearing will not be held in the Valley as all LTF revenues are committed to transit. The information obtained at these hearings will be used in the planning and budget development of the affected transit operators for the subsequent fiscal year, as recommend in the transit operators' performance audit.

In January 2003, the Board approved the definitions of "unmet transit needs" and "reasonable to meet". An amendment to Section C – Equity, under the definition of "reasonable to meet", was approved by the board in September 2004. These definitions were the result of an extensive effort to update them with input from organizations representing the transit dependent and the affected transit operators during 2002. The California Department of Transportation has suggested that the

\*

*Approved*  
*Commuter Rail and Transit Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

X	COG	X	CTC	X	CTA		SAFE		CMA
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Check all that apply  
 CRTC1007a-bk

definitions be reviewed and adopted on a periodic basis. The definitions were again approved by the Board on July 2008. Attachment A contains the current definitions and no change is being proposed at this time. These definitions will be used to respond to the testimony received.

Two public hearings are proposed for this year with the locations being the Morongo Basin and Victor Valley. The Boards of the Morongo Basin Transit Authority (MBTA) and the Victor Valley Transit Authority (VVTa) will serve as the hearing boards at their respective locations.

The schedules for the proposed hearings are as follows:

**Upper Desert Region**  
September 20, 2010 at 9:30 am  
Victorville City Hall Council Chambers  
14343 Civic Drive  
Victorville, CA

**Lower Desert Region**  
September 23, 2010 at 5:00 pm  
Town of Yucca Valley, Yucca Room  
57090 Twentynine Palms Highway  
Yucca Valley, CA

***Financial Impact:*** This item is consistent with the adopted FY 2010/2011 Budget. Funding for the public hearings is provided under Task No. 50211000 the funding source is LTF Administration.

***Reviewed By:*** This item is scheduled for review by the Commuter Rail Committee on July 22, 2010.

***Responsible Staff:*** Beth Kranda, Transit Analyst



## **Attachment A**

### **Definitions of “Unmet Transit Needs” and “Reasonable to Meet” adopted by the San Bernardino County Transportation Commission Board of Directors on July 1, 2009**

**Unmet Transit Needs:** Unmet transit needs are any deficiency in the provision of public transit services, specialized transit service or private for-profit and non-profit transportation.

**Reasonable to Meet:** Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

**A. Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.

#### **B. Timing**

1. The proposed service shall be in response to an existing rather than future need
2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.

#### **C. Equity** – the proposed service shall:

1. Not unreasonably discriminate against or in favor of any particular segment of the community.
2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.
3. Require a subsidy per passenger generally equivalent to a 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

#### **D. Cost effectiveness** – the proposed service shall:

1. Not duplicate other existing transportation services or resources.

2. Consider opportunities for coordinating amount adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.
  3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operations.
  4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.
- E. Operational feasibility** – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

*Minute Action*

AGENDA ITEM: 5

**Date:** July 22, 2010

**Subject:** Etiwanda Pacific Electric Train Depot

- Recommendation:\***
1. Find that SANBAG-owned property (APN #0227-121-18), located at 7089 Etiwanda Avenue in the City of Rancho Cucamonga ("Property") is not required for SANBAG use in accordance with Section 25365 of the Government Code.
  2. Approve the purchase and sale agreement with the City of Rancho Cucamonga, for the sale of Property to the City of Rancho Cucamonga in the amount of \$105,500.
  3. Approve Amendment No. 1 to Lease Agreement No. 04-048 with the City of Rancho Cucamonga, for land adjacent to property.
  4. Direct the Clerk of the Board to post the Notice of Exemption.

**Background:** In February 2004 the Board approved the Lease Agreement 04-048 with the City of Rancho Cucamonga for the use of the Etiwanda Station Property and the portion of the former Southern Pacific (SP) Baldwin Park Branch located within the City limits.

In August 2007, the Board authorized staff to begin the process of disposal of the Etiwanda Train Depot site, as the City expressed an interest in acquiring the site. SANBAG has not been using the property since its acquisition of the Southern Pacific (SP) Baldwin Park Branch in 1992 and the property has been under lease to the City of Rancho Cucamonga since 2004. Therefore, staff recommends that

*Approved*  
 Commuter Rail and Transit Committee

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

<input type="checkbox"/>	COG	<input checked="" type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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in accordance with Section 25365 of the Government Code that the Board find that the property is not required for SANBAG use.

The City of Rancho Cucamonga desires to purchase the property from SANBAG to house a museum acknowledging the importance of the Pacific Electric rail system in the development of Southern California and to provide trail head amenities for the Pacific Electric Trail. The sale agreement includes fee simple title to a portion of the historic Etiwanda Railway Station structure, the adjacent historic weigh platform and related equipment, along with approximately 0.55 acres of the total of approximately 4.0 acres of non-operating real property and improvements, along with an easement for ingress and egress of approximately 0.10 acres. The purchase price for the property is \$105,500 payable in cash within 14 days following execution of the agreement. The purchase price is comprised solely of the land value of the Property.

Amendment No. 1 to Lease Agreement No. 04-048 with the City of Rancho Cucamonga has been prepared to take into consideration the sale of the Etiwanda Station, and the transfer of an easement area to the City, to extend the term of the lease, add a right of first refusal to allow the City to purchase the premises, and to make other agreed upon modifications to the Lease.

***Financial Impact:*** This item is consistent with the adopted budget. Work involving the management of Agency-owned railroad property is funded under Task 35211000. The funding source is LTF-Planning.

***Reviewed By:*** This item is scheduled for review by the Commuter Rail and Transit Committee on July 22, 2010. Both the sales agreement and the Amendment No. 1 to Lease Agreement No. 04-048 have been reviewed by Counsel.

***Responsible Staff:*** Mitch Alderman, Director of Transit and Rail Programs

**AMENDMENT No. 1**  
**to**  
**LEASE AGREEMENT No. 04-048**  
**between**  
**SAN BERNARDINO ASSOCIATED GOVERNMENTS**  
**and**  
**CITY OF RANCHO CUCAMONGA**  
**for the**  
**ETIWANDA RAILWAY STATION**  
**and**  
**RAILWAY RIGHT OF WAY**

WHEREAS, the SAN BERNARDINO ASSOCIATED GOVERNMENTS ("SANBAG") as landlord, and the CITY OF RANCHO CUCAMONGA ("CITY") as tenant, have previously entered into Lease Agreement No. 04-048, (the "Lease") wherein SANBAG agreed to lease to the CITY the historic Etiwanda Railway Station structure, along with approximately 4.\_\_\_\_ acres of non-operating real property and other improvements, located at 7089 Etiwanda Avenue, Rancho Cucamonga, and referred to in the Lease as the "Station Area", as more particularly described in Exhibit "A", Station Area, of the Lease, and the entire SANBAG right-of-way of the former Southern Pacific Baldwin Park Branch located in the CITY and referred to in the Lease as the "Railway Right-of-Way", as more particularly described in Exhibit "B", Railway Right-of-Way, of the Lease. The Station Area and the Railway Right-of-Way are jointly and severally referred to in the Lease as the "Premises" and,

WHEREAS, the CITY desires to purchase and SANBAG desires to sell to the CITY under a separate agreement, referred to hereinafter as the "Station Transfer Agreement", the historic Etiwanda Railway Station structure, the adjacent historic weigh platform and related equipment, along with approximately 0.5\_\_\_\_ acres of the total approximately 4.\_\_\_\_ acres of non-operating real property and other improvements, located at 7089 Etiwanda Avenue, Rancho Cucamonga and referred to hereinafter as the "Station Transfer Area", as more particularly described in Exhibit "A", Station Transfer Area, of the Station Transfer Agreement; and,

WHEREAS, the CITY desires to purchase and SANBAG desires to sell to the CITY, as part of the separate "Station Transfer Agreement", an easement for ingress and egress from Etiwanda Avenue to the Station Transfer Area over approximately 0.\_\_\_\_ acres of the remaining Station Area, as more particularly described in Exhibit "B", Station Transfer Easement Area, of the Station Transfer Agreement


WHEREAS, SANBAG and the CITY now desire to amend Lease Agreement No. 04-048 to take into consideration the sale of the Station Transfer Area and the Station Transfer Easement Area to the CITY, to extend the term of the Lease, add a right of first refusal to allow the City to purchase the Premises, and to make other agreed upon modifications to the Lease.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement No. 04-048, is amended as follows:

1. CHANGE that portion of the first sentence of the existing Paragraph 2, **PREMISES LEASED** which currently reads:

“...CITY leases from SANBAG the historic Etiwanda Railway Station structure, along with approximately 4 acres of non-operating real property and...”

to read as follows:

“...CITY leases from SANBAG approximately 3.  acres of non-operating real property and...”

2. CHANGE that portion of the first sentence of the existing Sub-Paragraph 2a, of Paragraph 2, **PREMISES LEASED** which currently reads:

“...to use any portion of the Station Area (outside of the historic Etiwanda Railway Station structure) for the purposes of a transit station...”

to read as follows:

“...to use any portion of the Station Area (outside of the Station Transfer Area) for the purposes of a transit station...”

3. DELETE the existing Exhibit "A", Station Area, and REPLACE with the attached as a new Exhibit "A", Station Area.

4. DELETE the existing Paragraph 3, **TERM**, and REPLACE with the following as a new Paragraph 3, **TERM**:

3. **TERM**:

a. This Lease shall be effective and commence on \_\_\_\_\_, the approval date of this Amendment (“effective date”) and shall remain in effect for a term of twenty (20) years thereafter (“initial term”). Provided the Lease has not been previously terminated, each year upon the anniversary of the effective date, a year shall automatically be added to the initial term of this Lease, unless either party serves the other party with a Notice of Non-Renewal at least ninety (90) days prior to the end of the then existing term. Additionally, either party may terminate this Lease at anytime during the initial term or thereafter with eighteen (18) months prior notice.

b. Upon any termination by the CITY, CITY shall, at its sole cost, remove all Improvements (as defined in Paragraph 11, ALTERATIONS) installed by, on behalf of or under the authority of the CITY within the entire Premises and restore the entire Premises to its original condition.

1. Provided, however, upon any such termination by CITY, SANBAG, at no cost to SANBAG, may require the CITY to leave in place any such Improvements SANBAG desires to retain.

c. Upon any termination by SANBAG, CITY shall, at its sole cost, remove all Improvements installed by, on behalf of or under the authority of the CITY within the entire Premises and restore the entire Premises to its original condition.

1. Provided however, upon any such termination by SANBAG, SANBAG, at no cost to SANBAG, may require the CITY to leave in place any such Improvements SANBAG desires to retain.

2. Further provided, upon any such termination, SANBAG shall, (if CITY has met the requirements of Paragraph 11, ALTERATIONS) promptly pay to CITY any unamortized construction cost of all SANBAG authorized CITY Improvements installed by, on behalf of or under the authority of the CITY within the entire Premises (whether such Improvements are to be removed or retained)."

5. CHANGE that portion of the first sentence of the existing Paragraph 8, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS, which currently reads:

"Prior to any use or occupancy of historic Etiwanda Railway Station structure or any other structure on the Premises, ...",

to read as follows:

"Prior to any use or occupancy of any structure on the Premises, ..."

6. ADD the following sentence to the end of the existing Paragraph 8, HEALTH, SAFETY AND FIRE CODE REQUIREMENTS:

"Additionally, CITY, at its sole expense, shall comply with all federal, state and local laws, orders, rules or regulations concerning air quality, water quality and/or water runoff from, on, over or under the Premises."

7. CHANGE that portion of the first sentence of the existing Sub-Paragraph 10a(1) of Paragraph 10, SECURITY AND MAINTENANCE which currently reads:

"The structural parts of the historic Etiwanda Railway Station structure and other improvements, ...",

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement No. 04-048, is amended as follows:

1. CHANGE that portion of the first sentence of the existing Paragraph 2, **PREMISES LEASED** which currently reads:

“...CITY leases from SANBAG the historic Etiwanda Railway Station structure, along with approximately 4 acres of non-operating real property and...”,

to read as follows:

“...CITY leases from SANBAG approximately 3.    acres of non-operating real property and...”.

2. CHANGE that portion of the first sentence of the existing Sub-Paragraph 2a, of Paragraph 2, **PREMISES LEASED** which currently reads:

“... to use any portion of the Station Area (outside of the historic Etiwanda Railway Station structure) for the purposes of a transit station...”,

to read as follows:

“...to use any portion of the Station Area (outside of the Station Transfer Area) for the purposes of a transit station...”.

3. DELETE the existing Exhibit "A", Station Area, and REPLACE with the attached as a new Exhibit "A", Station Area.

4. DELETE the existing Paragraph 3, **TERM**, and REPLACE with the following as a new Paragraph 3, **TERM**:

3. **TERM:**

a. This Lease shall be effective and commence on \_\_\_\_\_, the approval date of this Amendment (“effective date”) and shall remain in effect for a term of twenty (20) years thereafter (“initial term”). Provided the Lease has not been previously terminated, each year upon the anniversary of the effective date, a year shall automatically be added to the initial term of this Lease, unless either party serves the other party with a Notice of Non-Renewal at least ninety (90) days prior to the end of the then existing term. Additionally, either party may terminate this Lease at anytime during the initial term or thereafter with eighteen (18) months prior notice.



to read as follows:

“The structural parts of any structure and other improvements, ...”.

8. CHANGE that portion of the first sentence of the existing Sub-Paragraph 10a(3) of Paragraph 10, SECURITY AND MAINTENANCE which currently reads:

“Window frames, gutters, and downspouts on the historic Etiwanda Railway Station structure and ...”,

to read as follows:

“Window frames, gutters, and downspouts on any structure and ...”.

9. DELETE the fourth sentence of the existing Paragraph 11, ALTERATIONS which currently reads:

“Except for the historic Etiwanda Railway Station structure, SANBAG hereby authorizes CITY to maintain, rehabilitate, reconstruct and/or demolish any other structure on the Station Area without SANBAG’s consent.”,

and REPLACE it with the following sentences:

“Concurrent with seeking or after obtaining SANBAG’s consent as required above to make any structural or exterior improvements or alterations (“Improvements”) to the Premises, including but not limited to constructing right-of-way or boundary walls, buildings, or any other structure, the CITY shall provide SANBAG’s Director of Rail and Transit Programs all architectural and engineering designs for the project for the Director’s review and approval. If the Director does not provide comments or approve the designs within sixty (60) days of the Director’s receipt of complete designs, the designs will be deemed approved as submitted. **CITY shall promptly notify SANBAG of the substantial completion of any Improvement, and shall, within ninety (90) days after the substantial completion of any such Improvement, provide SANBAG receipts, invoices and other billing and/or accounting information necessary to verify the cost of the Improvement. For the purposes of this lease, “substantial completion” shall mean that the Improvement can be used for its intended purposes and, if necessary, has been certified for occupancy by the entity that issued the building permits, notwithstanding that minor corrections and/or additions remain to be completed, it being understood that CITY shall promptly complete said corrections and/or additions. The failure of CITY to timely submit documentation to verify the cost of any Improvement shall waive CITY’s right to be reimbursed for the unamortized portion of such Improvement’s**

**cost as provided in Paragraph 3, TERM, subparagraph 3c2, regarding a termination by SANBAG. The cost of any Improvement made by CITY pursuant to this paragraph shall be amortized over five (5) years commencing on the substantial completion of the Improvement."**

10 ADD Paragraph 45, CITY'S RIGHT OF FIRST REFUSAL, which shall read as follows:

45. **CITY'S RIGHT OF FIRST REFUSAL:** In the event that SANBAG desires to sell any part or all of the Station Area, SANBAG agrees to give CITY notice of SANBAG's desire to sell ("Offer Notice") and gives the CITY the right of first refusal to purchase that part or all of the Station Area for CITY's use at the appraised Fair Market Value of the part or all of the Station Area for sale. The Fair Market Value shall be established pursuant to the procedure set forth in Exhibit "\_\_\_", Property Appraisal Procedure.

a. CITY shall have forty-five (45) calendar days from receipt of SANBAG's Offer Notice to respond and agree to purchase the entire part or all of the Station Area offered for sale. SANBAG acknowledges that the purchase of either part or all of the Station Area must be approved by the City Council or the Agency Board.

b. If CITY timely responds to the Offer Notice and agrees to purchase the entire part or all of the Station Area offered for sale, SANBAG, as SELLER, shall promptly commence and diligently pursue the appraisal procedure in Exhibit "\_\_\_", Property Appraisal Procedure. Within thirty (30) calendar days of establishing the Fair Market Value of the entire part or all of the Station Area offered for sale, CITY and SANBAG agree to promptly open an escrow to complete the sale and agree that the escrow must close within thirty (30) calendar days or the escrow and sale are automatically cancelled, without the need for any notice.

11. All other provisions and terms of the Lease Agreement No. 04-048 shall remain the same and are hereby incorporated by reference.

16. This amendment shall be effective when approved by both parties and after the transfers under the Station Transfer Agreement have recorded.

**SAN BERNARDINO ASSOCIATED  
GOVERNMENTS**

By: \_\_\_\_\_  
Brad Mitzelfelt  
President

Date: \_\_\_\_\_

Approved as to Legal Form:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**CITY OF RANCHO CUCAMONGA**

By: \_\_\_\_\_  
Donald Kurth  
Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

## **EXHIBIT “A”**

### **Station Area**

## **EXHIBIT “ \_ ”**

### **Property Appraisal Procedure**

**Property Appraisal Procedure.** In the event the City exercises its Right of First Refusal to purchase all or part of the Station Area (“Property”) under either Paragraph 45 or 46, the Fair Market Value of the Property to be purchased shall be established by appraisal(s) in accordance with the terms, conditions and procedure set forth in this Exhibit. The term “Fair Market Value” of the property is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity in so doing, nor obliged to sell, and a buyer, being ready and willing and able to buy under no particular necessity for so doing, each dealing with the other with full knowledge of all uses and purposes for which the property is reasonably adaptable and available. (California Code of Civil Procedure § 1263.320)

**1. Appraisal Procedure.** Unless otherwise agreed by the parties, the appraisal(s) shall be made by a senior designated member of a nationally recognized professional appraisal association that examines its designated members. The association shall be a member of the Appraisal Foundation (Institute?) and subscribe to the Uniform Standards of Professional Appraisal Practice. The appraiser shall also be certified under California law. The appraiser may also be an employee of the appraising party provided that the appraiser meets the above criteria. In accomplishing the appraisal and determining Fair Market Value for the Property, the appraiser shall:

**a.** Use a valuation date (“Valuation Date”) which is the same as the date the SELLER’s Offer Notice to the BUYER that the SELLER was willing to sell the Property;

**b.** Apply appropriate approaches to valuation which shall include at a minimum, Comparable Sales.

**c.** Determine the Fair Market Value as of the Valuation Date.

**2. SELLER Notification.** Once the SELLER has completed its appraisal to establish the Fair Market Value of the Property, SELLER shall promptly notify BUYER of the Fair Market Value of the Property. BUYER’s failure to provide any of the notices or information set forth below in a timely manner shall waive BUYER’s rights under Section 3. BUYER’s Right to Object and Appraise the Property and the purchase price of the Property shall be the

**SELLER's appraised Fair Market Value.. All time limits concerning BUYER's obligations pursuant to this paragraph shall be strictly construed.**

**3. BUYER's Right to Object and Appraise the Property.**

**(a) Notice of Objection. In the event BUYER does not agree with the SELLER's Fair Market Value established in accordance with the appraisal procedure set forth above, then BUYER shall notify SELLER of BUYER's disagreement within thirty (30) calendar days of BUYER's receipt of SELLER's notice to BUYER setting the Fair Market Value. Concurrently with BUYER's notice of objection to SELLER, BUYER shall provide SELLER with BUYER's proposal with respect to the Fair Market Value for the Property. Upon SELLER's receipt of BUYER's notice and proposal for the Fair Market Value, SELLER and BUYER shall meet and attempt to agree on the Fair Market Value. BUYER's failure to timely notify SELLER of BUYER's disagreement with the Fair Market Value or failure to provide SELLER with an alternative proposal for the Fair Market Value, shall waive BUYER's rights to appraise the Property and elect binding arbitration.**

**(b) BUYER's Appraisal. If within thirty (30) days of SELLER's receipt of BUYER's notification and proposal with respect to Fair Market Value, SELLER and BUYER have not reached an agreement for the Fair Market Value, then BUYER shall have the right, at BUYER's sole cost, to conduct its own appraisal of the Property to determine the Fair Market Value ("BUYER's Appraisal"). BUYER shall complete its appraisal and deliver a complete copy of the appraisal to SELLER, within one hundred and twenty (120) calendar days after BUYER's receipt of SELLER's notice to BUYER establishing the Fair Market Value.**

**Failure of BUYER to timely complete and deliver its appraisal to SELLER shall waive BUYER's rights to appraise the Property and elect binding arbitration. Within ten (10) days of SELLER's receipt of a complete copy of BUYER's appraisal. SELLER shall deliver a complete copy of its appraisal to BUYER, if SELLER has not already done so. SELLER may, but SELLER shall not be obligated to, provide BUYER with a copy of or access to its appraisal, prior to SELLER's receipt of a complete copy of the BUYER's Appraisal. Within the thirty (30) days following SELLER's receipt of BUYER's Appraisal, SELLER and BUYER shall meet and attempt to agree on the Fair Market Value.**

**4. BUYER's Right to Elect Arbitration. If within thirty (30) days of SELLER's receipt of a complete copy of BUYER's appraisal, BUYER and SELLER have not reached agreement with respect to Fair Market Value, BUYER shall (after the thirty (30) days have passed) have the right to elect binding arbitration on the issue of Fair Market Value by giving SELLER notice of its election to arbitrate within sixty (60) days following SELLER's receipt of a complete copy of BUYER's appraisal. Failure of BUYER to timely so notify**

**SELLER of BUYER's election to arbitrate shall waive BUYER's right to arbitration. The arbitration shall be conducted in accordance with the following procedures:**

**a. Selection of Arbitrator. Within thirty (30) days of SELLER's receipt of BUYER's notice of election of arbitration, the appraiser who prepared SELLER's appraisal and the appraiser who prepared BUYER's appraisal shall select an arbitrator to arbitrate the issue of Fair Market Value. The arbitrator shall be an appraiser familiar with properties in San Bernardino County and specifically railroad properties, and who meets the qualifications prescribed herein. Further, the arbitrator must: (i) not be currently employed by either party; (ii) be willing to perform the binding arbitration as set forth herein; and (iii) charge fees which are reasonable and customary for appraisers in San Bernardino County. As soon as the arbitrator is selected, the appraisers shall provide SELLER and BUYER with the name, address, and estimated fee to be charged by the arbitrator, in writing. If the two appraisers are unable to agree on the selection of an arbitrator, the arbitrator shall be selected by the president of the Appraisal Foundation.**

**b. Submissions to the Arbitrator.**

**(1) BUYER shall, within ten (10) days of its receipt of the notice of appointment of the arbitrator, pay the arbitrator's estimated fee and deliver to the arbitrator an exact duplicate of the complete appraisal the BUYER previously supplied to SELLER. BUYER shall also, within five (5) days of complying with the above, notify SELLER of its compliance. Failure of BUYER to timely pay the arbitrator's estimated charge, provide its appraisal to the arbitrator, and notify SELLER of the same, shall constitute a waiver of BUYER's right to proceed with arbitration.**

**(2) SELLER shall, within thirty (30) days of its receipt of BUYER's notice that the arbitrator's estimated fee has been paid and BUYER's appraisal has been delivered to the arbitrator, deliver to the arbitrator an exact duplicate of the complete appraisal the SELLER previously supplied to BUYER. Failure of SELLER to timely provide its appraisal to the arbitrator shall constitute a waiver of SELLER's right to have the arbitrator consider its appraisal and the arbitrator shall select the BUYER's appraisal.**

**(3) The parties shall not add to, delete or in any way amend their own appraisal after they have given each other complete copies thereof. Further, neither party shall make any comment on, rebut, or supply any information or other evidence about the other party's appraisal to the arbitrator.**

**c. Arbitration Procedure. The arbitrator shall review both appraisals and select the one which in the arbitrator's professional opinion**

should be used to set the Fair Market Value. In making the selection, the arbitrator shall act within the powers and limitations set forth below:

(i) The arbitrator may, but is not required to, make an on-site inspection of the Property and its environs, subject to subparagraph (ii) below;

(ii) The arbitrator shall not have the power to question either party, their employees, or any third persons concerning the Property, nor to receive and/or demand any information or other evidence from either party, their employees or any third persons beyond the respective appraisals and a copy of this Lease, except as required to ascertain the location of the Property if an on-site inspection is made under subparagraph (i) above;

(iii) The arbitrator shall not make an appraisal of the Property;

(iv) The arbitrator shall select one of the parties' appraisals and may not make any other decision, recommendation or modifications;

(v) The arbitrator shall notify both parties of his selection within thirty (30) days of receiving both appraisals (the "Arbitrator's Decision"). The Arbitrator's Decision shall be in writing and shall state only that appraisals were reviewed, an on-site inspection was or was not made, and which appraisal should be used to set the Fair Market Value. The arbitrator shall not give any reason(s) for the Arbitrator's Decision.

**d. Procedure Based on Arbitrator's Decision.**

(1) In the event the SELLER's appraisal is selected, the BUYER shall pay the Fair Market Value established by the Property appraisal performed by SELLER. SELLER and BUYER shall not be reimbursed for any costs associated with establishing the Fair Market Value and BUYER shall pay all of the arbitrator's fees and costs.

(2) In the event BUYER's appraisal is selected, the Fair Market Value shall be in accordance with the BUYER's Appraisal. Neither SELLER nor BUYER shall be reimbursed for the cost of their appraisals or other costs associated with establishing the Fair Market Value, but SELLER shall reimburse BUYER for its payment of the estimated arbitrator's fee and pay any arbitrator's fee if in excess of the estimated charge.

5. It is the intent of the parties that the appraisal and arbitration process set forth above shall be the exclusive remedy available to



**BUYER to challenge the Fair Market Value established for purchase of the Property and shall be binding on the parties unless vacated as provided for by Code of Civil Procedure Section 1285 et seq. Further, the arbitration process set forth above and arbitration in general is not to be used to resolve any other issue under this Lease, beyond the determination of Fair Market Value for the Property.**



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## Minute Action

AGENDA ITEM: 6

**Date:** July 22, 2010

**Subject:** Presentation on Omnitrans Projected Revenue

**Recommendation:**\* Receive Presentation and discussion on Omnitrans projected sources of revenue and local funding for fiscal years 2011-2016 as required by the Federal Transit Administration for the approval of the sbX Bus Rapid Transit (BRT) Project Construction Grant Agreement.

**Background:** Yearly SANBAG issues funding projections to all of the transit agencies in the county to assist in developing short and long range planning documents. Omnitrans is currently working towards receiving the Project Construction Grant Agreement (PCGA) from the Federal Transit Administration for the sbX project. Omnitrans must present a forecasted fiscal year 2011 – 2016 Short Range Plan in order to move the sbX project forward and to receive the complete funding.

SANBAG and Omnitrans through a series of meeting have agreed to projected revenue forecasts that reflect the current estimated economic conditions. This does not guarantee nor promise these funds to Omnitrans, but reflects projected revenue sources only. Although several funding sources under SANBAG's control cited in the Omnitrans agenda item, specific sources and amounts cannot be committed until full federal authorization and full array of needs can be assessed by SANBAG Board .Attached is Omnitrans' agenda item, Projected Source of Revenue for Fiscal Years 2011 – 2016, addressing the five forecast that will be reviewed at their July 19, 2010 Administrative and Finance Committee.

\*

*Approved*  
*Commuter Rail and Transit Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

X	COG	X	CTC		CTA		SAFE		CMA
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Check all that apply  
 CRTC1007d-maa

In the future years, SANBAG anticipates additional projects that will begin construction and operation that will need funding from some of the same sources as Omnitrans anticipates using that will require approval by the SANBAG Board. SANBAG is also working with Omnitrans to complete a full Comprehensive Operational Analysis (COA) that will look at competing demands on limited funding sources, help ensure Omnitrans has and is running productive services, the shifting of Access Services over to the potential newly formed Consolidated Transportation Services Agency (CTSA) in an effort to save money, and consider the development of future Bus Rapid Transit (BRT) lines within the San Bernardino Valley.

***Financial Impact:*** No financial impact.

***Reviewed By:*** This item was reviewed by the Commuter Rail & Transit Committee on July 22, 2010.

***Responsible Staff:*** Mitch Alderman, Director of Transit and Rail Programs

**DATE:** July 19, 2010

**TO:** Committee Chair Floyd Petersen and Members of the  
Administrative and Finance Committee

**THROUGH:** Milo Victoria, CEO/General Manager

**FROM:** Robert Miller, Chief Financial Officer  
Donald Walker, Director of Finance  
Maurice A. Mansion, Treasury Manager

**SUBJECT: PROJECTED SOURCES OF REVENUE FOR FISCAL YEARS 2011 - 2016**

**FORM MOTION**

Receive and forward to the Board of Directors for approval the projected sources of revenue and authorized local funding for fiscal years 2011-2016.

**SUMMARY AND BACKGROUND**

Each fiscal year Omnitrans receives financial guidance related to the funding sources for the upcoming fiscal years from the San Bernardino Associated Governments (SANBAG).

SANBAG and Omnitrans through a series of meetings have agreed to use the revenue projections outlined on the following page as a baseline forecast for the period. SANBAG has issued Omnitrans a forecast for Fiscal Years 2011 – 2016. The forecasts best reflects the current economic conditions and assumed growth rates for this period.

SANBAG and Omnitrans agree that Omnitrans will utilize the current forecast to develop its FY2011- FY2016 Short Range Transit Plan (2011-2016 SRTP), the Project Construction Grant Agreement (PCGA) with the Federal Transit Administration for the sbX E Street Corridor project and all fiscal year budgets for this time frame.

Both parties agree that the current forecast is only a guiding instrument to help with the development of the Fiscal Years 2011 - 2016 SRTP, the PCGA and agency budgets for FY 2011- FY 2016. The forecast is subject to change and both parties will work to address any funding issues that may arise from any changes in the forecast. The current forecast for FY 2011 – FY 2016 shows that Omnitrans will receive sufficient revenues to continue its operation and

sufficiently fund the development and operations of the sbX E Street Corridor project during this funding period.

The sbX capital Allocation – Local Funding Committed shows the prior allocations and the funds that Omnitrans' and SANBAG's staff has recommended to fund the capital needs for the sbX project.

We are requesting that the Boards of both organizations approve staff recommendations so Omnitrans can reflect the authorized local funding in the Project Construction Grant Agreement submission to the FTA to be submitted in September 2010.

SANBAG will discuss this item in general at their Commuter Rail and Transit Committee on July 22, 2010.

#### **REVENUE SOURCES – For Financial Forecasts**

<b>Source</b>	<b><u>FY2011</u></b>	<b><u>FY2012</u></b>	<b><u>FY2013</u></b>	<b><u>FY2014</u></b>	<b><u>FY2015</u></b>	<b><u>FY2016</u></b>	<b><u>TOTAL</u></b>
FTA 5307	\$16,941,200	\$16,941,200	\$16,160,700	\$16,160,700	\$16,160,700	\$16,160,700	\$98,625,200
CMAQ	\$9,900,000	\$9,900,000	\$9,900,000	\$9,900,000	\$9,900,000	\$9,900,000	\$69,400,000
STA	\$3,711,600	\$3,711,600	\$3,711,600	\$3,711,600	\$3,711,600	\$3,711,600	\$22,269,000
STA-Operator	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$900,000	\$6,400,000
Measure I - E&H	\$6,300,000	\$4,975,906	\$5,075,424	\$5,202,309	\$5,358,379	\$5,358,379	\$32,270,396
Measure I - BRT	\$1,639,808	\$1,664,405	\$1,697,693	\$1,740,138	\$1,742,340	\$1,794,610	\$10,278,992
Prop 1B	\$6,863,950	\$6,863,950	\$6,863,950	\$6,863,950	\$2,544,200	0	\$30,000,000
Prop 1B - Secure	\$1,318,312	\$1,318,312	\$1,318,312	\$1,318,312	\$1,318,312	\$1,318,312	\$7,909,872
LTF	\$33,939,983	\$33,467,135	\$32,891,557	\$33,721,764	\$34,742,796	\$35,794,489	\$204,557,794
<b>Total</b>	<b>\$81,514,753</b>	<b>\$79,742,408</b>	<b>\$78,519,236</b>	<b>\$79,518,671</b>	<b>\$76,378,227</b>	<b>\$74,937,960</b>	<b>\$470,611,254</b>

#### **sbX Capital Allocation – Local Funding Committed**

<b>Source</b>	<b><u>Prior</u></b>	<b><u>FY2011</u></b>	<b><u>FY2012</u></b>	<b><u>FY2013</u></b>	<b><u>TOTAL</u></b>
STIP	\$5,000,000	\$0	\$0	\$0	\$5,000,000
STA	\$10,094,504	\$1,006,917	\$0	\$0	\$11,101,421
Prop 1B	\$7,676,750	\$6,863,950	\$0	\$0	\$14,540,700
LTF	\$5,315,863	\$0	\$0	\$0	\$5,315,863
Measure I - BRT	\$482,500	\$1,639,808	\$1,664,405	\$1,697,693	\$5,484,406
In Kind	\$0	\$8,080,550	\$0	\$0	\$8,080,550
LTF Carryover	\$0	\$0	\$7,000,000	\$0	\$7,000,000
<b>Total</b>	<b>\$28,569,617</b>	<b>\$17,591,225</b>	<b>\$8,664,405</b>	<b>\$1,697,693</b>	<b>\$56,522,940</b>

MV:rm:dw:mm

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** July 22, 2010

**Subject:** Formation of a Consolidated Transportation Services Agency (CTSA) for the Valley portion of San Bernardino as identified in the reauthorization of Measure I

**Recommendation:\*** Approve the identified recommendation and next steps in creating a new non-profit entity to serve as the Consolidated Transportation Services Agency for the Valley portion of San Bernardino County.

**Background:** In August 2009, SANBAG engaged the services of Innovative Paradigms to conduct a design study for the creation of a Consolidated Transportation Services Agency (CTSA). The CTSA was identified in the reauthorization of Measure I with 2% of the revenue designated for the formation and operation of the CTSA. The Measure I expenditure plan details the implementation actions and recognizes the legislative intent of creating the CTSA which will improve transit services for persons with disabilities, seniors, and persons of low income. Pursuant to Section 6680 of the Code of Regulations, the SANBAG Board of Directors, acting as the county transportation commission, shall designate the CTSA. By statute, only SANBAG has the authority to designate a CTSA.

There has been an emphasis on the coordination of human service transportation in California since 1979 when legislation was passed calling for the creation of Consolidated Transportation Services Agencies (CTSA's). A Federal emphasis on coordination emerged in 2005 with the passage of SAFETEA-LU which required the preparation of a human service coordination plan in order for any organization to be eligible to receive 5310 (senior and disabled funding program),

\*

*Approved*  
*Commuter Rail and Transit Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

X	COG	X	CTC		CTA		SAFE		CMA
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Check all that apply  
 CRTC1007b-bk

5316 Job Access and Reverse Commute (JARC) (directed at low income individuals), and 5317 New Freedom (service for the disabled beyond ADA minimum requirements). SANBAG completed a Coordination Plan in 2007. That Plan recommended the creation of a CTSA as the vehicle for implementing coordination in the San Bernardino Valley region.

The adoption of this Plan was also consistent with provisions in the reauthorization of the Measure I. That ordinance included specific language allocating 8% of the funds to Senior and Disabled Transit Service which included the addition of 2% to that program for supporting the creation of a CTSA in the Valley area. Funds from the renewal of Measure I began to accrue on April 1, 2010 and are expected to generate approximately \$1.7 million per year for CTSA purposes.

### **Stakeholder Role**

As part of the Design Study for the CTSA, the Innovative Paradigms consulting team conducted extensive interviews with a broad range of potential stakeholders in the region. With the assistance of the SANBAG staff, the consulting team attempted to identify all of the major agencies and individuals in the Valley area. Structured interviews were held with 43 individuals representing more than 25 community and public agencies. These interviews probed the interests of the organization, their views of the services available in the community, and in particular, Access ADA paratransit service provided by Omnitrans. Using the outcome of the stakeholder process in combination with the documented successes of non-profit CTSA models in other parts of California, the consulting team brought forth a non-profit model as the preferred alternative for the San Bernardino Valley CTSA.

### **CTSA Agency Structure**

Using successful non-profit CTSA's in other parts of California as a model, a set of Articles of Incorporation have been drafted for consideration by the Committee. Similarly, a set of corporate By-laws has been drafted. Among the key provisions of these documents is the proposed structure of the new CTSA Board of Directors. In an effort to balance effective governance with true representation, a Board structure is proposed. The governance structure is ultimately subject to approval by the SANBAG Board of Directors.

Working with legal counsel and evaluating other successful nonprofit structures, the staff and consulting team recommend a Board of Directors comprised of seven (7) members. These members would be appointed by various government agencies having an interest in transportation services in the Valley area. The



### **Funding**

The new CTSA in the San Bernardino Valley has the benefit of starting with an excellent funding base. Measure I contains language that allocates 2% of the available sales tax funds specifically for the CTSA. This is expected to result in approximately \$1.7 million per year in funds for operation of the CTSA. This is a significant funding level upon which to leverage other funds to create opportunities for expanding transportation services in the Valley.

### **Next Steps**

Establish a new non-profit corporation and designate an implementation team comprised of SANBAG counsel, SANBAG staff, and SANBAG consultant staff. Implementation team will work on bringing forth possible candidates for the new CTSA Board of Directors and will create the final Articles of Incorporation/By-laws, process for hiring the Executive Director, suggested employee benefits, and identify potential stakeholders. The final corporation documents and recommended list of Board appointees will be presented at a subsequent SANBAG Board meeting.

- Financial Impact:*** This item is consistent with the FY 2010/2011 Budget; Task Number 31911000.
- Reviewed By:*** This item was reviewed by the Commuter Rail & Transit Committee on July 22, 2010.
- Responsible Staff:*** Mitch Alderman, Director of Transit and Rail Programs

appointing authority would be set forth in the corporate By-laws. The suggested appointing structure is as follows:

- Three (3) Board Members appointed by the SANBAG Board of Directors
- Two (2) Board Members appointed by the San Bernardino County Board of Supervisors
- Two (2) Board Members appointed by the Omnitrans Board of Directors

While appointed members of the CTSA may be elected officials, it is recommended that appointees be dedicated and passionate about the services to be provided.

### **Functional Programs Provided by CTSA**

Immediately upon creation of the new CTSA, its Board and SANBAG staff dialogue should specify the functions that offer the greatest impact on the target populations. A tentative model for the provision of specific functions follows.

Among those appropriate for early consideration are:

Agency Provided Trips: This well-established approach to service delivery involves partnerships between the CTSA and community agencies. Typical of such partnerships is the operation of services directly by community agencies for their clients or those of similar agencies. Operating efficiencies in these arrangements derive from the leverage of some CTSA funding with other funds provided by the agency or through specific grants for such purposes (New Freedom is a typical source for agencies servicing the disabled). This approach to service delivery can have the largest and most immediate impact on service capacity and quality.

Travel Training: This cost effective function involves the active training of current ADA paratransit (Access) system users to use the fixed route bus system. Success travel training has been well documented on other communities. In one noteworthy example in Spokane, Washington, actual usage of the fixed route system can be documented through the use of Smartcards as the fare payment mechanism. Trained riders' actual usage can be tracked through their use of Smartcards. Other communities have also benefited greatly from the use of travel training to move individuals off of the paratransit system. This would be a low cost and easy to implement function for the CTSA.

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

## ***San Bernardino Associated Governments***



### **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996